

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

May 20, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Joe Taylor, Sargent Cassel, Shane Spencer

D. Reports

Bill Sims -

Dick Miller -

Steve Smith -

Shawn Starcher -

Joe Taylor -

Sargent Cassel -

Shane Spencer -

E. Request for Council Action**ORD-19-031**

Development

An Ordinance To Accept The Application Of Willis M. Alspach Trustee, Joan A. Alspach Trustee, And David Benjamin Alspach Trustee, For The Annexation To The City Of Canal Winchester Of Certain Territory In Madison Township Containing 88.66+/- Acres And Being Located In The State Of Ohio, County Of Franklin, Township Of Madison, Northeast Quarter Of Section 23, Township 11 North, Range 21 West; And Declaring An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-032

Development

An Ordinance To Authorize The Mayor To Enter Into An Agreement For Building Department Services With Dynasty Inspections, LLC For The Provision Of Building Inspections And Residential Building Official Services ([Ordinance, Exhibit A](#))

- Request to move to full Council

ORD-19-033

Development

An Ordinance To Amend Chapter 1321 Of The Codified Ordinances Of The City Of Canal Winchester To Adopt The 2019 Residential Code Of Ohio Including All Referenced Standards Therein ([Ordinance](#))

- Request to move to full Council

F. Items for Discussion**19-040**

Water Tower Maintenance Contract

G. Old/New Business

19-041

2020-2021 Elected Officials Salaries

H. Adjournment

ORDINANCE NO. 19-031

AN ORDINANCE TO ACCEPT THE APPLICATION OF WILLIS M. ALSPACH TRUSTEE, JOAN A. ALSPACH TRUSTEE, AND DAVID BENJAMIN ALSPACH TRUSTEE, FOR THE ANNEXATION TO THE CITY OF CANAL WINCHESTER OF CERTAIN TERRITORY IN MADISON TOWNSHIP CONTAINING 88.66+/- ACRES AND BEING LOCATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF MADISON, NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 21 WEST; AND DECLARING AN EMERGENCY

WHEREAS, an Expedited Type II Petition for annexation of certain territory in Madison Township was duly filed by Willis M. Alspach, Joan A. Alspach, and Davide Benjamin Alspach; and

WHEREAS, the petition was duly considered by the Board of County Commissioners of Franklin County, Ohio, on January 29, 2019, wherein said Commissioners approved the annexation; and

WHEREAS, the Board of County Commissioners certified a transcript of proceedings in connection with said annexation with the map and petition to the Clerk of the City of Canal Winchester who received the same on March 9, 2019; and

WHEREAS, more than sixty days have elapsed from the date of filing of the transcript of such approval by the Board of Franklin County Commissioners with the City Clerk;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the proposed annexation, as applied for in the petition of Willis M. Alspach, Joan. A. Alspach, and David Benjamin Alspach, which petition was filed with the Board of County Commissioners of Franklin County, Ohio on December 26, 2018, and which petition prayed for the annexation to the City of Canal Winchester of certain territory adjacent thereto and hereinafter described, which petition was approved for annexation to the City of Canal Winchester by the Board of County Commissioners on January 29, 2019, be and hereby is accepted. The territory annexed hereby is described in the legal description hereto as Exhibit A and made a part hereof as though fully rewritten here. The certified transcript of the proceedings for annexation with an accurate map of the territory, together with the petition for annexation and other papers relating to the proceedings thereto of the County Commissioners are all on file with the Clerk of the City of Canal Winchester and have been for more than 60 days.

Section 2. That the Clerk by, and hereby is, authorized and directed to make three copies of this Ordinance, to each of which shall be attached a copy of the transcript of the proceedings of the Board of County Commissioners relating thereto and a certificate as to the correctness thereof. The Clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State, and shall file notice of this annexation with the Board of Elections within thirty days after it becomes effective.

Section 3. That this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, and safety of the City of Canal Winchester, such emergency arising from the exigencies of commercial and industrial development of land within the City which provides for the economic and community welfare by providing the creation of jobs in the City WHEREFORE, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

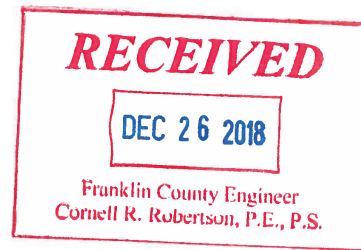
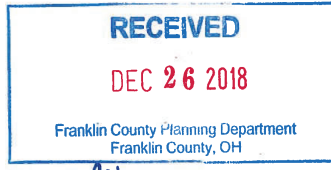
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By CR Date 12/26/18



ORD-19-031
Exhibit A

December 04, 2018

**DESCRIPTION OF AN APPROXIMATE 88.66 ACRE TRACT
AT THE SOUTHEAST CORNER OF BIXBY ROAD AND RAGER ROAD,
MADISON TOWNSHIP, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, Township of Madison, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being all or portions of the following five (5) tracts of land, all of which having been conveyed to Willis M. Alspach, Trustee (25% Interest) and Joan A. Alspach, Trustee (25% Interest), by deed of record in Instrument No. 201208090115353 and David Benjamin Alspach (50% Interest), by deeds of record in Official Record 3195, Page C 17:

1. a 14.385 acre tract of land, conveyed as Parcel II,
2. a portion of a 16 acre tract of land, conveyed as Parcel I, Tract No. 1,
3. a portion of an original 32 acre tract of land, conveyed as Parcel I, Tract No. 2,
4. a portion of an original 32 acre tract of land, conveyed as Parcel III, and
5. a portion of a 7.65 acre tract of land, conveyed as Parcel IV,

all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the east line of said Section 23, in the west line of Section 24, in the south right-of-way line Bixby Road (variable width), in the east line of said original 32 acre tract, conveyed as Parcel III, in the west line of a 1.19 acre tract of land conveyed to Robert R. & Norma J. Bender, by deed of record in Deed Book 3259, Page 502 and at the northwest corner of The City of Canal Winchester Corporation Limits, as approved by Ordinance No. 726 and recorded in Misc. Record 136, Page 285, said point being southerly an approximate distance of 30 feet from the common corner of Section 23, Section 24, Section 13 and Section 14;

thence southerly along a portion of said west corporation line, along a portion of the common line between Section 23 and Section 24, along a portion of the east line of said original 32 acre tract, conveyed as Parcel III, along the east line of said original 32 acre tract, conveyed as Parcel I, Tract No. 2, along the east line of 16 acre tract, conveyed as Parcel I, Tract No. 1, along the east line of said 14.385 acre tract, along a portion of the west line of said 1.19 acre tract, along the west line of a 2.783 acre tract of land conveyed, as Parcel IV, to Willis M. Alspach, Trustee (25% Interest) and Joan A. Alspach, Trustee (25% Interest), by deed of record in Instrument No. 201208090115353 and David Benjamin Alspach, by deed of record in Official Record 3195, Page D 03 and along a portion of the west line of a 17.34 acre tract of land, conveyed as Parcel III, to Willis M. Alspach, Trustee (25% Interest) and Joan A. Alspach, Trustee (25% Interest), by deed of record in Instrument No. 201208090115353 and David Benjamin Alspach, by deed of record in Official Record 3195, Page D 03 an approximate distance of 2,652 feet to a point in the northeasterly Limited Access right-of-way line of U.S. Route 33 ~ Southeast Expressway (250 feet in width) (FRA-33-(26.21-30.13)), at the southeast corner of said 14.385 acre tract and at the northeast corner of a 20.6276 acre tract of land conveyed to Drill's Realty, by deed of record in Instrument No. 20011105255847, said right-of-way being a perpetual Highway Easement conveyed, as Parcel 67-LA, to the State of Ohio, by deed of record in Deed Book 2399, Page 206;

thence northwesterly along the southwesterly line of said 14.385 acre tract, along the northeasterly Limited Access right-of-way line of U.S. Route 33 ~ Southeast Expressway and along a portion of the northeasterly line of said 20.6276 acre tract an approximate distance of 1,920 feet to a point at the southeast corner of a perpetual Highway Easement conveyed, as Parcel 66-LA, to the State of Ohio, by deed of record in Deed Book 2370, Page 174;

thence northerly crossing a portion of said 14.385 acre tract and along an east line of said Highway Easement an approximate distance of 82 feet to an angle point in the easterly line of said Highway Easement;

thence northerly crossing a portion of said 14.385 acre tract and along an easterly line of said Highway Easement an approximate distance of 78 feet to a point at the north corner of said Highway Easement and in the east right-of-way line of Rager Road 40 feet in width;

December 04, 2018

thence northerly crossing a portion of said 14.385 acre tract, crossing a portion of said original 32 acre tract, conveyed as Parcel I, Tract No. 2, and along the east right-of-way line of Rager Road an approximate distance of 376 feet to a point at the south corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD, to the State of Ohio, by deed of record in Deed Book 2370, Page 459;

thence northerly crossing a portion of said original 32 acre tract, conveyed as Parcel I, Tract No. 2, and along an easterly line of said 0.43 acre tract an approximate distance of 130 feet to a point at a corner of said 0.43 acre tract;

thence northerly crossing a portion of said original 32 acre tract, conveyed as Parcel I, Tract No. 2, and along an easterly line of said 0.43 acre tract an approximate distance of 100 feet to a point at a corner of said 0.43 acre tract;

thence northerly crossing a portion of said original 32 acre tract, conveyed as Parcel I, Tract No. 2, and along an easterly line of said 0.43 acre tract an approximate distance of 201 feet to a point at a corner of said 0.43 acre tract;

thence northerly crossing a portion of said original 32 acre tract, conveyed as Parcel I, Tract No. 2, along an easterly line of said 0.43 acre tract and crossing a portion of said 7.65 acre tract an approximate distance of 178 feet to a point at the north corner of said 0.43 acre tract and in the east right-of-way line of Rager Road;

thence northerly crossing a portion of said 7.65 acre tract and along the east right-of-way line of Rager Road an approximate distance of 328 feet to a point in a north line of said 7.65 acre tract and in the south line of a 1 acre tract of land conveyed to Teresa L. McCormick, by deed of record in Instrument No. 200909140133203;

thence easterly along a portion of a north line of said 7.65 acre tract and along a portion of the south line of said 1 acre tract an approximate distance of 80 feet to a point at a common corner of said 7.65 acre tract and said 1 acre tract;

thence northerly along a portion of a west line of said 7.65 acre tract and along a portion of the east line of said 1 acre tract an approximate distance of 404 feet to a point in the south right-of-way line of Bixby Road;

thence easterly crossing a portion of said 7.65 acre tract and along the south right-of-way line of Bixby Road an approximate distance of 332 feet to a point in an east line of said 7.65 acre tract and in the west line of a 1.35 acre tract of land conveyed to L. Dean Jenkins, by deed of record in Instrument No. 201210250161756;

thence southerly along a portion of an east line of said 7.65 acre tract and along a portion of the west line of said 1.35 acre tract an approximate distance of 406 feet to a point at a corner common to said 7.65 acre tract and said 1.35 acre tract;

thence easterly along a northerly line of said 7.65 acre tract and along the south line of said 1.35 acre tract an approximate distance of 135 feet to a point at a corner common to said 7.65 acre tract and said 1.35 acre tract;

thence northerly along a portion of the east line of said 1.35 acre tract and crossing a portion of said original 32 acre tract, conveyed as Parcel III, an approximate distance of 396 feet to a point at the southwest corner of a 0.780 acre tract of land conveyed, as Parcel 3-WD (FRA-TR229-1.890) for Bixby Road roadway purposes, to the Franklin County Commissioners, by deed of record in Instrument No. 201507090092985;

thence easterly crossing a portion of said original 32 acre tract, conveyed as Parcel III, along a south line of said Parcel 3-WD and along the southerly right-of-way line of Bixby Road an approximate distance of 358 feet to a point;

thence easterly crossing a portion of said original 32 acre tract, conveyed as Parcel III, along a south line of said Parcel 3-WD and along the southerly right-of-way line of Bixby Road an approximate distance of 176 feet to a point;

thence easterly crossing a portion of said original 32 acre tract, conveyed as Parcel III, along a south line of said Parcel 3-WD and along the southerly right-of-way line of Bixby Road an approximate distance of 107 feet to a point;

thence easterly crossing a portion of said original 32 acre tract, conveyed as Parcel III, along a south line of said Parcel 3-WD and along the southerly right-of-way line of Bixby Road an approximate distance of 230 feet to a point at the southeast corner of said 0.780 acre tract (Parcel 3-WD) and in the west line of a 0.713 acre tract of land conveyed to Michael L. & Cassandra J. Sullivan, by deed of record in Instrument No. 201310180177122;

December 04, 2018

thence southerly crossing a portion of said original 32 acre tract, conveyed as Parcel III, and along a portion of the west line of said 0.713 acre tract an approximate distance of 199 feet to a point at the southwest corner of said 0.713 acre tract;

thence easterly crossing a portion of said original 32 acre tract, conveyed as Parcel III, and along the south line of said 0.713 acre tract an approximate distance of 135 feet to a point at the southeast corner of said 0.713 acre tract;

thence northerly crossing a portion of said original 32 acre tract, conveyed as Parcel III, and along a portion of the east line of said 0.713 acre tract an approximate distance of 199 feet to a point in the south right-of-way line of Bixby Road;

thence easterly crossing a portion of said original 32 acre tract, conveyed as Parcel III, and along the southerly right-of-way line of Bixby Road an approximate distance of 240 feet to the place of beginning;

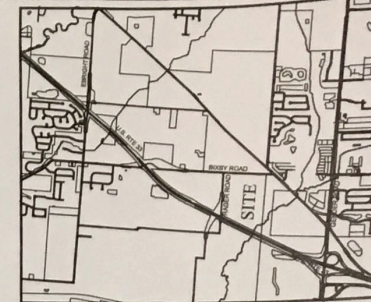
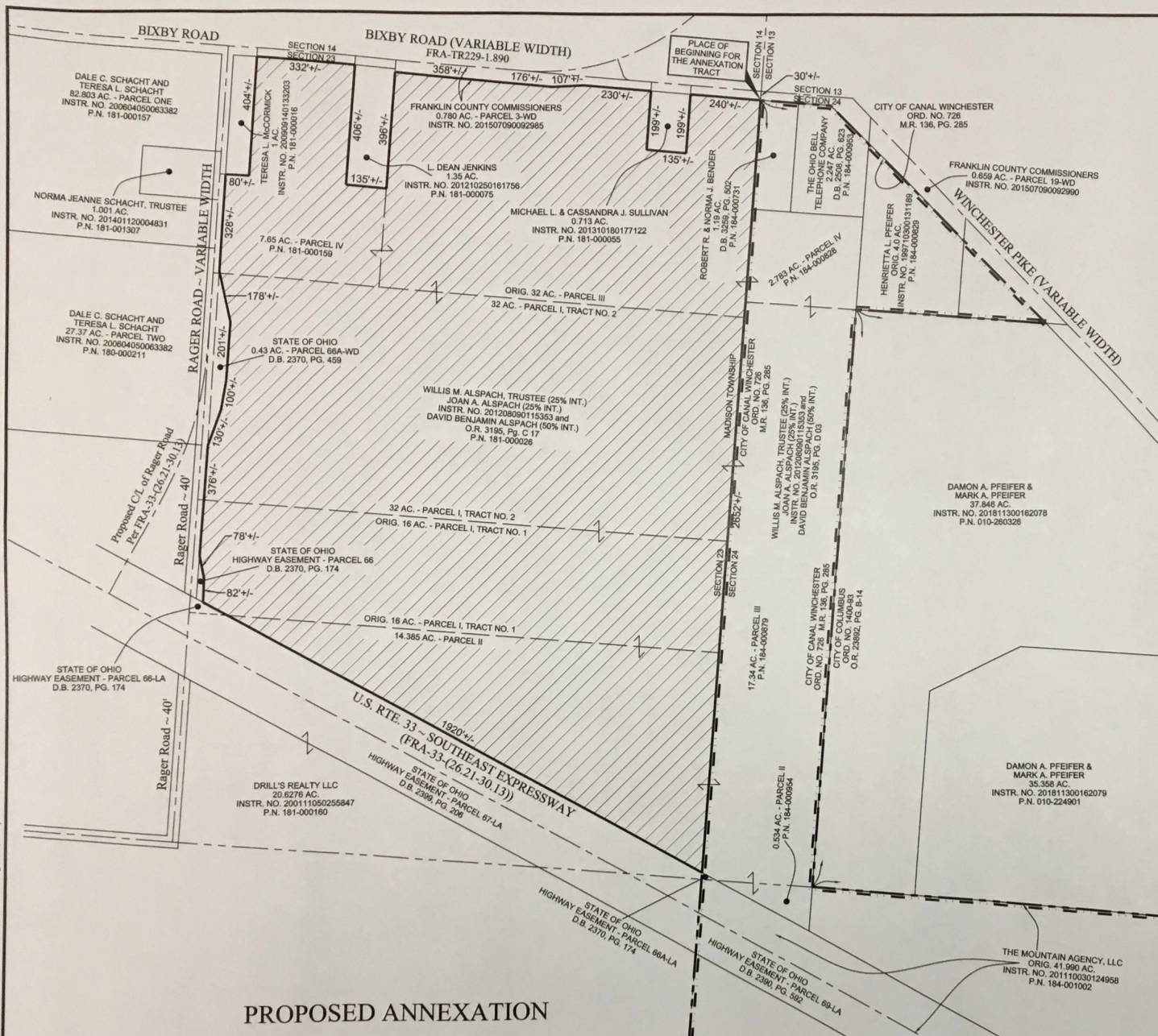
containing approximately 88.66 acres of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House records, in November, 2018. The above description was prepared for annexation purposes only and not intended for transfer of real property.

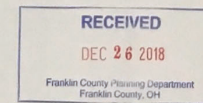

Kevin L. Baxter ~ Ohio Surveyor #7697

12/04/18

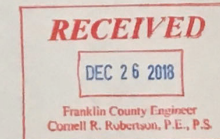
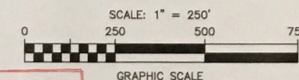




LOCATION MAP
NO SCALE



ANX - 31-18



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By *[Signature]* Date *12/26/18*

LEGEND

- Existing City of Canal Winchester Corporation Line
- Existing City of Columbus Corporation Line
- Proposed City of Canal Winchester Corporation Line
- Area to be Annexed

NOTE:

This plat was prepared by Bird + Bull, Inc. from the best available Court House records in November, 2018, and not from an actual field survey.

This annexation does not create an unincorporated area of the township completely surrounded by the territory proposed for annexation.

Total perimeter of annexation is 9,441 feet of which 2,652 feet is contiguous with City of Canal Winchester resulting in 28.1% of perimeter contiguity.

PROPOSED ANNEXATION

88.66+/- ACRES

FROM

MADISON TOWNSHIP, FRANKLIN COUNTY, OHIO

TO

TO CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

SECTION 23, T. 11 N., R. 21 W., CONGRESS LANDS



3500 Snouffer Rd., Ste. 225
Columbus, Ohio 43235
Ph: (614) 761-1661
Fax: (614) 761-1328
WWW.BIRDBULL.COM

ORDINANCE NO. 19-032

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR BUILDING DEPARTMENT SERVICES WITH DYNASTY INSPECTIONS, LLC FOR THE PROVISION OF BUILDING INSPECTIONS AND RESIDENTIAL BUILDING OFFICIAL SERVICES

WHEREAS, the city is desirous to maintain its State of Ohio Certified Building Department; and

WHEREAS, it is necessary to retain a firm for purposes of providing building department services to maintain such certification;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into an Agreement for Building Department Services with Dynasty Inspections, LLC per the attached agreement and fee schedule, Exhibit A.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

CITY OF CANAL WINCHESTER
AGREEMENT FOR COMMERCIAL BUILDING INSPECTIONS AND
RESIDENTIAL BUILDING OFFICIAL SERVICES

This Agreement entered into this _____ day of _____ 2019, by and between City of Canal Winchester, Ohio, hereinafter referred to as the CITY, and Dynasty Inspections, LLC, hereinafter referred to as CONSULTANT, for the provision of Commercial Building Inspection, and Residential Building Official Services, and Electrical Safety Inspection Services for various projects authorized from time to time by the CITY.

Witnesseth, that for the mutual consideration herein specified, the CITY and the CONSULTANT have agreed that CONSULTANT will supply commercial building inspection and residential building official services to CITY.

SECTION I - BASIC SERVICES OF CONSULTANT

The duties of the CONSULTANT shall encompass the following services:

1. Provide services of State of Ohio Residential Building Official.
2. Provide services of State of Ohio Residential Plan Examination.
3. Provide services of State of Ohio certified Structural and HVAC inspections.
4. Provide services of State of Ohio Electrical Safety Inspector.
5. Provide services of State of Ohio Building Official (as requested).
6. Provide backup personnel in accordance with the requirements of the Ohio Building Code.
7. Maintain all State of Ohio certifications, in accordance with the Ohio Building Code. The required continuing education for maintenance of the certification will be at the expense of the Consultant.

All services will be performed in accordance with the requirements of the State of Ohio and the CITY.

SECTION II - SCOPE OF WORK

A. Commercial Inspections.

1. Perform in-house inspections when requested by CITY.

2. Inspections to be completed within forty-eight (48) hours of time of call.
- B. Residential Building Official.
1. Maximum seven (7) calendar days for completion of initial plan review.
 2. The CONSULTANT will pick-up plans from the CITY for review. Approved plans will be returned by mutually acceptable means, to the CITY by the CONSULTANT.
- C. Miscellaneous
1. Residential Building Official shall be available by appointment.
 2. The CONSULTANT shall prepare Building Department reports as requested by the CITY.

SECTION III - PAYMENT FOR PROFESSIONAL SERVICES

A. Rates

Inspection Services	\$ 55 per hour
Residential Building Official	\$ 80/hour
Residential Plans Examiner	\$ 100/each (New 1, 2 & 3 family)
	\$ 60/each (resubmittal 1, 2 & 3 family)
	\$ 50/each (Minor alterations & additions)

B. Reimbursable Expenses

1. Reimbursable direct costs are defined as the cost of all in-house and out-of-office expenses when specifically requested by the CITY.
 - a. The above reimbursable costs apply to the specific service being performed and are not related to the individual's hourly rate.
 - b. Mileage is not a reimbursable cost and is included as part of the hourly rate.
2. Invoices shall be submitted on a monthly basis and shall be paid within 30 days of receipt.

SECTION IV - OBLIGATION OF CITY

CITY shall provide all criteria and full information as to CITY's requirements for the services, designate a person to act with authority on CITY's behalf in respect of all aspects of the CONSULTANT's services, examine and respond promptly to

CONSULTANT's submissions, and give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any defect in the work.

SECTION V - TERM OF CONTRACT

The CITY hereby employs the said CONSULTANT for Commercial Building Inspection and as Residential Building Official and Electrical Safety Inspector for three one-year terms: July 1, 2019 to June 30, 2020; July 1, 2020 to June 30, 2021; and July 1, 2021 to June 30, 2022. At least sixty (60) days before each annual renewal date, there shall be a review of this agreement. Said agreement shall be automatically renewed each term unless terminated by mutual agreement of the parties or until such time as this agreement is terminated upon sixty (60) days notice in writing by either party thereto. Any changes to the rate schedule shall be negotiated sixty (60) days prior to the renewal date.

SECTION VI - ANTI-DISCRIMINATION CLAUSE

- A. Pursuant to Section 125.111 of the Ohio Revised Code, CONSULTANT warrants and agrees to the following:
1. That in the hiring of employees for the performance of work under the contract or any subcontract. CONSULTANT shall not, by reason of race, color, religion, sex, age, handicap, national origin or ancestry discriminate against any citizen of this state in the employment of a person qualified to perform the work to which the contract relates; and
 2. That neither CONSULTANT nor any of its subcontractors or any person acting on behalf of CONSULTANT shall in any manner discriminate against, intimidate or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

SECTION VII - CONTRACT TERMINATION OR SUSPENSION

The CITY or the CONSULTANT may terminate or suspend this contract by:

1. Giving written notice not less than thirty (30) days prior to the effective date by registered mail of its intention to do so, and
2. An opportunity for consultation with the terminating party prior to termination.

Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the contract is terminated, the CONSULTANT, upon payment, as specified, shall deliver to the CITY copies of all reports, field books, drawings and other documents which have been prepared in the course of the work done under this contract. The CONSULTANT shall make no other claim for additional compensation against the CITY by reason of such termination. In the event the CONSULTANT's services are suspended by the CITY, the CONSULTANT shall bill the CITY immediately for all work completed to date, less any previous payments.

SECTION VIII - DEFAULT

In any case where CONSULTANT fails to perform its duties as agreed upon in this contract, CITY must send a written notice of default to CONSULTANT, specifying in what way CONSULTANT has failed to perform. CONSULTANT will have ten (10) days to cure such default from the date of its receipt of CITY's notice of default. If such default is not cured to CITY's satisfaction within said ten (10) day period, CITY shall so notify CONSULTANT in writing. Such notice shall operate to terminate this contract on the date this notice is received by CONSULTANT. Once the CITY has declared this contract terminated by default, CITY will no longer have any obligation to pay CONSULTANT for its services starting with the day of the default henceforth.

SECTION IX - NOTICE OF DEFAULT

Notice of default is deemed made when mailed, postage prepaid, addressed as follows:

To CONSULTANT:
Steven J. Hobart, President
Dynasty Inspections, LLC
16707 Boston Road
Sunbury, OH 43074

To CITY:
Mayor
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

SECTION X - WARRANTY

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of making of this contract. The CONSULTANT also warrants that he will comply with all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the CITY shall have the right to annul the contract without liability.

SECTION XI - INSURANCE AND INDEMNITY

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this contract and keep in full force, Worker's Compensation when applicable. A copy of a document evidencing such Worker's Compensation shall be furnished to the CITY prior to the commencement of the services.
- B. CONSULTANT shall carry the following minimum amounts of Comprehensive and General Liability Insurance, if applicable, with the CITY named as additional insured each with the following limits:
 - 1. Public Liability Insurance in the amount of one-million dollars (\$1,000,000.00) for bodily injuries including those resulting in death of any one person and on account of any one account of any one accident or occurrence.
 - 2. Property Damage in an amount of one-million dollars (\$1,000,000.00) from damages on account of any one accident or occurrence.
- C. Certificates of Insurance indicating coverage and conditions shall be provided by the CONSULTANTS when requested

SECTION XII - ENTIRE AGREEMENT

This contract shall constitute the entire agreement of the parties hereto. All prior agreements of the parties, written or oral, are merged herein and shall be of no force and effect. This contract cannot be modified orally but only by an agreement in writing signed by the party against whom enforcement of the change or modification is sought.

SECTION XIII - ASSIGNMENT AND BINDING EFFECT

The parties agree that this contract shall be binding on the heirs, executors, administrators, assigns and successors to the signatories herein.

SECTION XIV - JOINTLY DRAFTED CONTRACT

If any portion of this agreement is subsequently declared null and void, the remainder thereof shall remain in full force and effect.

ATTEST:

Witness:

CITY OF CANAL WINCHESTER

Mayor

Witness:

DYNASTY INSPECTIONS, LLC

President

ORDINANCE NO. 19-033

AN ORDINANCE TO AMEND CHAPTER 1321 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER TO ADOPT THE 2019 RESIDENTIAL CODE OF OHIO INCLUDING ALL REFERENCED STANDARDS THEREIN

WHEREAS, pursuant to Section 4.12 of the Charter of the City of Canal Winchester, Council may by ordinance or resolution adopt standard ordinances and codes, including codes pertaining to building standards; and

WHEREAS, Council desires to adopt the 2019 Residential Code of Ohio including all referenced standards contained therein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Section 1321 of the Codified Ordinances of the City of Canal Winchester is hereby amended to read as follows:

1321.01 ADOPTION

The 2019 edition of the Residential Code of Ohio for One-, Two-, and Three-Family Dwellings, including Appendices, be and the same is hereby adopted as the Residential Code of Ohio for One-, Two-, and Three-Family Dwellings of Canal Winchester, Ohio.

All fees shall be in accordance with the current adopted Combined Development Fee Schedule.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council